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Government of Karnataka

e-Stamp

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Certificate Issued Date	:	25-Nov-2013 03:48 PM
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Unique Doc. Reference	:	SUBIN-KAKAKSFCL0822049075633171L
Purchased by	:	SMS ELECTRICALS
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER ELE DASARAHALLI ZONE BBMP
Second Party	:	SMS ELECTRICALS
Stamp Duty Paid By	:	SMS ELECTRICALS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

SOUHARDA CREDIT CO-OPERATIVE LTD.

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TENDER AGREEMENT

Tender Approved Cost **Rs. 2,59,615.00** **AGREEMENT NO.03/2013-14**

This **AGREEMENT** is made and executed on this the **12th** day of **December** 2013, Bangalore, by and between BRUHAT BANGALORE MAHANAGARA PALIKE, represented by its **Executive Engineer (Elecl.), Dasarahalli Zone ,MEI Layout, Hesaraghatta Main Road, Bagalagunte, Bangalore-73,** hereinafter called the **BRUHAT BANGALORE MAHANAGARA PALIKE** on the ONE PART, and **M/s SMS Electricals,** No-23E, Gurukrupa, 2nd cross, M.M.Layout, Kaval Byrasandra,R.T.Nagara, Bangalore.hereinafter called the **CONTRACTOR** of the OTHER PART.

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For S.M.S. Electricals

Proprietor

I/c Executive Engineer (Ele)
Bruhath Bangalore Mahanagara Palike
Dasarahalli Zone

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09–05–2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/–

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

Where as the Joint Commissioner , Dasarahalli Zone Administratively sanctioned an estimate for **Rs. 3.50 lakhs (Rs.Three Lakhs Fifty Thousand only)** Vide No. A/S: **JC/DZ/AS/698/12-13 date: 18.02.2013** & Technically sanctioned by the Executive Engineer (Elec.) Dasarahalli Vide No: T/S: **EE(ELE)/DZ/TS/34/12-13, Date: 20.02.2013** for the Work:- **Providing Timer Switches to Electrical street Light Installations at Ward No-14.** Estimate is based on the KPWD ELEC SR rates of 2010-11 and approved rates.

Whereas the Bruhat Bangalore Mahanagara Palike by its Tender Notification No. **EE/ELE/DZ/TN/GN/01/2013-14 Dt: 17.08.2013** invited the tender through E-Procurement Portal for the aforesaid work. Whereas in response to the said Notification, **04 (Four)** Tender was received including one from the Contractor offering to execute the aforesaid work at **25.81% Below** the sanctioned estimate rates and the Schedule-B rates based on PWD SR OF 2010-11 and Approved Rates. The contractor has paid the EMD of Rs.**8750.00** through NEFT & difference cost of **Rs.90,300.00** through Canara Bank, Vinobha Nagara, Shivamogaa Branch ,Bank Guarantee No-05/2013 Dtd:25.11.2013.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment at lowest rates and based on the Schedule-B rates, which has to be paid by the Corporation to the Contractor, at the said rates as mentioned in the Schedule-B from time to time, as and when the bills are submitted for the work executed by the Contractor. subject to the terms and conditions of the Tender Document. The Contractor shall complete the work as mentioned in the detailed Estimate and Schedule-B.
2. The BBMP shall pay to the contractor at **25.81% Below** the rates mentioned in the Schedule "B" as and when the bills are submitted by the contractor for the work done.
3. The work should be completed within 30days from the date of issue of work order, failing which the penalty will be levied for the delay period.
4. The contractor shall complete the above mentioned and subsidiary works connected therewith within the same site as may be ordered to be done in writing from time to time by the Executive Engineer (Ele), even though such works may or may not be shown in the detailed Estimate and Schedule-B.
5. The Contractor shall be held responsible for any incident and shall pay the compensation to his workmen, payable under the Workmen Compensation Act, 1923, for injuries (God forbid), if any, caused to the workmen of vehicles or any other property during the execution of the work and also the liability that may arise under the common law.

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For S.M.S. Electricals

Proprietor

I/c Executive Engineer (Ele)
Bruhath Bangalore Mahanagara Palike
Dasarahalli Zone

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09–05–2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/–

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

6. The contractor shall complete the work to the satisfaction of the Bruhat Bangalore Mahanagara Palike and shall rectify the defects developed within guarantee period of one year, from the date of completion of work and the E.M.D and F.S.D recovered from the contractor shall be released only after one year without any interest thereon.
7. While carrying out the works, the firm shall carry out the work with qualified personnel and in consultation with the KPTCL for the line clear etc. if any.
8. In case, KPTCL deposit charges has to be paid for obtaining services after execution of work, the same shall be borne by the Contractor at his own cost and at his risk. The Tender should compulsorily produce all the bills, incurred towards KPTCL Deposit charges if any, for claiming refund of said expenses at the time of billing. The taxes are applicable for materials used only.
9. The detailed estimate and tender documents shall form part and parcel of this Agreement.
10. The work shall be executed by using quality material, directed by Engineer Incharge from time-to-time. The sample fittings and other accessories shall got approved and the work shall be carried out through qualified persons.
11. The tenderer shall give guarantee for the fixture/fittings and timers other components and maintain the same for a period of one year from the date of submission of the Bill. All the replacement of fused out and defective accessories shall be carried out free of cost for a period of 1(One) year. Joint complaints reports together with the package maintainance contrctor for the satisfactory functioning of fixtures /fittings and timer should be submitted to this office on every fortnight without which SD will not released. Necessary deductions towards the faulty accessories will be recovered from S D if failed to comply with submission of joint compliance report and attending to rectification of complaints within 48 hours.
12. The Contractor should submit the confirmation Certificate and Test Certificate duly certified by the company / Manufacturer of the street light fittings and shall execute the work as per the instruction of Engineer-In-Charge.

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For S.M.S. Electricals

Proprietor

Executive Engineer (Ele)
Bruhath Bangalore Mahanagara Palike
Dasarahalli Zone

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/–

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

13. After receiving the work order, the Tenderer shall commence the work within 7 (Seven) days with full Devotion.Failure to do the work will be presumed that the Tenderer is not-interested in the work and E.M.D. will be forfeited and work will be taken up through other contractor of the cost and Responsibility of the Tenderer.
14. The Successful tenderer should embose on the Equipments , firm name, ward no, date / month and year of Errection etc., clearly using the paint and Contractor shall arrange for photographs (if required) at various stages of the work and Typed list of fittings installed along with the bill.
15. Contractor shall return any released materials which are of any nature from the site during the execution of the work to Engineer incharge of the work; non compliace to this clause causes the deduction of cost of such materials from your Bill.
16. Other terms and conditions as stipulated in the KW-1, KTPP act-1999 and K.T.P.P Rules - 2000 are also apply to this contract.

IN WITNESS WHEREOF, both the parties hereunto have signed this Agreement on the day, month and year first mentioned above.

For S.M.S. Electricals

WITNESSES

1.

2.

CONTRACTOR

EXECUTIVE ENGINEER (Elecl.)
Dasarahalli Zone, BBMP